Appendix D

END USER LICENSE AGREEMENT

This End-User License Agreement, effective as of _____, 20___, (this "Agreement") is a legal contract between the individual, business entity or governmental organization identified in the signature block below ("you"), and iRECORD, LLC ("iRECORD") with respect to your use of certain software owned by iRECORD and distributed to you by iRECORD or its authorized reseller (the "iRECORD Software").

1.   Grant of License. Subject to and conditioned upon the terms and conditions herein iRECORD hereby grants to you a limited, non-exclusive, non-sublicenseable, non-transferable license to use the object code version of iRECORD Software along with the standard iRECORD user manuals accompanying it (the "Documentation"), only as authorized in this Agreement and only for your internal business purposes. For purposes of this Agreement, the "iRECORD Software" includes any updates, enhancements, modifications, revisions, or additions to the iRECORD Software made by iRECORD and made available to you. Notwithstanding the foregoing, iRECORD shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the iRECORD Software.

2.   Scope of Use. You may use one copy of the iRECORD Software at a single time. Installation on a network server for distribution to other computers is not permitted unless you have (i) a separate license for each computer to which the iRECORD Software is distributed, or (ii) an enterprise license, in either case, as indicated in your purchasing documents with iRECORD's authorized reseller. The number of users/licenses is specified in the purchasing documents. The iRECORD Software may not be used on or distributed to a greater number of computers than you have licenses. If you use or distribute the iRECORD Software to multiple users, you must ensure that the number of users does not exceed the number of licenses you have obtained. Usage rights hereunder are limited to your employees and your independent contractors who access and use the iRECORD Software solely for your benefit, not for their own, and not for the benefit of third parties.

3.   Copies and Modifications. You do not have the right to reverse engineer, decompile, disassemble, or otherwise translate or derive the source code of the iRECORD Software or have others do so for you. You may not modify or adapt the iRECORD Software in any way or create derivative works of it. You may make one copy of the iRECORD Software, the Documentation, solely for backup or archival purposes unless otherwise authorized by iRECORD in writing. Any such copies of the iRECORD Software or Documentation shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the iRECORD Software or Documentation, or any portions thereof, may be made by you or any person under your authority or control, nor may you sell, pledge, loan, sublicense, lease, rent, allow for service bureau use, time share, deliver, or otherwise transfer the Software or Documentation to third parties. You may retain the archival copy of the iRecord software upon the expiration or termination of this agreement or the contract

4.   Assignment of Rights. You shall have no right to assign or otherwise transfer this Agreement in whole or in part, voluntarily or by law, to any third party without prior written consent of iRECORD, and any attempt to do so shall be void and of no effect.

5.   Proprietary Rights. As between you and iRECORD, iRECORD owns and shall continue to own all right, title, and interest now existing or hereafter coming into existence in and to the iRECORD Software and Documentation, including, without limitation, their name, content, source code, object code, and the look and feel of any screen displays, and all modifications, and derivative works thereof, and all associated intellectual property rights under copyright, trade secret, patent, or trademark laws and all trade secrets. This Agreement does not grant you any ownership interest in or to the iRECORD Software or the Documentation, but only a limited right of use subject to its terms and conditions.

6.   Confidentiality. You will use your best efforts to cooperate with and assist iRECORD in identifying and preventing any unauthorized use, copying, or disclosure of the iRECORD Software, Documentation, or any portion thereof and to ensure that your users do not share any of their passwords with third parties.

7.   Limited Warranty.

(a)   iRECORD warrants for a period of one year after installation that the iRECORD Software will, provided that you supply the operating environment specified by iRECORD, materially perform the functions described in its standard user documentation.

(b)	This limited warranty applies only to iRECORD Software and does not apply to any non-iRECORD Software or any hardware provided by any party. All warranties, if any, by a manufacturer, reseller or supplier other than iRECORD are their own, not iRECORD's and only such manufacturer, reseller or other supplier shall be liable for performance under such warranties or other causes of action. This limited warranty does not extend or apply to damage caused by your or anyone else's use of iRECORD Software in violation of this Agreement. Furthermore, this limited warranty does not apply to the failure to follow iRECORD's installation, operation or maintenance instructions or any iRECORD Software that has been serviced or modified by a party other than iRECORD or Word Systems, Inc., nor does it apply to iRECORD Software that is used or combined with products or services or operating environments incompatible with the iRECORD Software other than under iRECORD's direction. Finally, this limited warranty shall not apply to any of your designs, specifications or instructions given to iRECORD in order for iRECORD to provide a non-standard product at your request. You shall pay iRECORD at its then current rates for any services provided due to any of the foregoing exclusions.

(c)	If an iRECORD Software defect arises and a valid claim is received within the one (1) year Warranty period, iRECORD will, as its sole obligation and your sole remedy either (1) repair the defect at no charge, (2) exchange the iRECORD Software with new iRECORD Software; or (3) terminate your license and refund, or cause its reseller to refund, the purchase price. If a refund is given, the iRECORD Software for which the refund is provided must be returned to iRECORD and becomes iRECORD's property.

(d)	EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE IRECORD SOFTWARE IS PROVIDED "AS IS." IRECORD DOES NOT WARRANT THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED OR THAT THEY WILL MEET YOUR REQUIREMENTS OR WILL OPERATE IN COMBINATIONS WITH OTHER HARDWARE, SOFTWARE, OR DATA NOT PROVIDED BY IRECORD OR WORD SYSTEMS, INC. IRECORD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

8**.**	Severability. In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

9.	United States Government Restricted Rights. The iRECORD Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer iRECORD Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of Commercial Computer Software-Restricted Rights at 48 C.F.R. S:52.227-19, as applicable. Manufacturer is iRECORD, LLC, 9225 Harrison Park Court, Indianapolis, IN 46216.

10.	Non-Waiver. iRECORD's failure or refusal to enforce all or any part of this Agreement, shall not be a waiver of iRECORD's continuing or subsequent rights under this Agreement, nor shall such failure or refusal or waiver have any affect on the subsequent enforceability of this Agreement.

11.	Entire Agreement. This Agreement, and the contract sets forth the entire understanding of the parties hereto with respect to its subject matter (other than the number of licenses/users purchased by you under your purchasing documents), merges and supersedes all prior and contemporaneous understandings with respect to its subject matter, and may not be waived or modified, in whole or in part, except by a writing signed by each of the parties hereto. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same or any other provision in any other instance.

You indicate your acceptance of this Agreement as of the date first set forth above by your signature below.

_____
Name: _____
Title: _____
Address: _____
	_____